

UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF TENNESSEE

In re: **Gemel Sanchez Henderson**

Case No.

Debtors:

Chapter 13

**CHAPTER 13 PLAN**

**ADDRESS:** (1) 1431 Dexter Lane #202  
Cordova, TN 38016 (2) \_\_\_\_\_

**PLAN PAYMENT:**

Debtor(1) shall pay \$ 275.00  weekly,  every two weeks,  semi-monthly, or  monthly, by:  
 PAYROLL DEDUCTION From: Airgas USA LLC Tulsa, OK 74101 OR  DIRECT PAY

Debtor(2) shall pay \$ \_\_\_\_\_  weekly,  every two weeks,  semi-monthly, or  monthly, by:  
 PAYROLL DEDUCTION From: \_\_\_\_\_ OR  DIRECT PAY

**1. THIS PLAN [Rule 3015.1 Notice]:**

(A) CONTAINS A NON-STANDARD PROVISION. [See plan provision #19]  YES  NO  
(B) LIMITS THE AMOUNT OF A SECURED CLAIM BASED ON A VALUATION  
OF THE COLLATERAL FOR THE CLAIM. [See plan provisions #7 and #8]  YES  NO  
(C) AVOIDS A SECURITY INTEREST OR LIEN. [See plan provision #12].  YES  NO

**2. ADMINISTRATIVE EXPENSES:** Pay filing fee and Debtor(s)' attorney fee pursuant to Confirmation Order.

**3. AUTO INSURANCE:**  Included in Plan; OR  Not included in Plan; Debtor(s) to provide proof of insurance at §341 meeting.

**4. DOMESTIC SUPPORT:**

Monthly Plan Payment:

**None** Paid by:  Debtor(s) directly  Wage Assignment, OR  Trustee to:  
ongoing payment begins \_\_\_\_\_ \$ \_\_\_\_\_  
Approximate arrearage: \_\_\_\_\_

**5. PRIORITY CLAIMS:**

<b>Mississippi Department of Human Services</b>	Amount <u>0.00 (payroll deduction)</u>	\$ <u>0.00</u>
<b>Shelby County Child Support Services</b>	Amount <u>0.00 (payroll deduction)</u>	\$ <u>0.00</u>

**6. HOME MORTGAGE CLAIMS:**  Paid directly by Debtor(s); OR  Paid by Trustee to:

**None** ongoing payment begins \_\_\_\_\_ \$ \_\_\_\_\_  
Approximate arrearage: \_\_\_\_\_ Interest \_\_\_\_\_ \$ \_\_\_\_\_

**7. SECURED CLAIMS:**

[Retain lien 11 U.S.C. §1325 (a)(5)] Value of Collateral: \_\_\_\_\_ Rate of Interest \_\_\_\_\_ Monthly Plan Payment: \_\_\_\_\_

**8. SECURED AUTOMOBILE CLAIMS FOR DEBT INCURRED WITHIN 910 DAYS OF FILING, AND OTHER  
SECURED CLAIMS FOR DEBT INCURRED WITHIN ONE YEAR OF FILING:**

[Retain lien 11 U.S.C. §1325 (a)] <b>Exeter</b>	Value of Collateral: <u>15,150.00</u>	Rate of Interest <u>7.50</u>	Monthly Plan Payment: <u>\$425.00</u>
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**9. SECURED CLAIMS FOR WHICH COLLATERAL WILL BE SURRENDERED; STAY IS TERMINATED UPON CONFIRMATION FOR THE LIMITED PURPOSE OF GAINING POSSESSION AND COMMERCIALLY REASONABLE DISPOSAL OF COLLATERAL:**

**-NONE-**

Collateral: \_\_\_\_\_

**10. SPECIAL CLASS UNSECURED CLAIMS:**

American Financial	Amount: <b>582.00</b>	Rate of Interest <b>0.00</b>	Monthly Plan Payment: <b>\$15.00</b>
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**11. STUDENT LOAN CLAIMS AND OTHER LONG TERM CLAIMS:**

**Department of Education**  Not provided for **OR**  General unsecured creditor

**12. THE JUDICIAL LIENS OR NON-POSSESSORY, NON-PURCHASE MONEY SECURITY INTEREST(S) HELD BY THE FOLLOWING CREDITORS ARE AVOIDED TO THE EXTENT ALLOWABLE PURSUANT TO 11 U.S.C.§522(f):**

**-NONE-**

**13. ABSENT A SPECIFIC COURT ORDER OTHERWISE, ALL TIMELY FILED CLAIMS, OTHER THAN THOSE SPECIFICALLY PROVIDED FOR ABOVE, SHALL BE PAID AS GENERAL UNSECURED CLAIMS.**

**14. ESTIMATED TOTAL GENERAL UNSECURED CLAIMS: \$70,786.00**

**15. THE PERCENTAGE TO BE PAID WITH RESPECT TO NON-PRIORITY, GENERAL UNSECURED CLAIMS IS:**

**%**, **OR**,  
 **THE TRUSTEE SHALL DETERMINE THE PERCENTAGE TO BE PAID AFTER THE PASSING OF THE FINAL BAR DATE.**

**16. THIS PLAN ASSUMES OR REJECTS EXECUTORY CONTRACTS:**

**American Financial: Lease on 2014 Ford Fusion**  Assumes **OR**  Rejects.

**17. COMPLETION:** Plan shall be completed upon payment of the above, approximately **60** months.

**18. FAILURE TO TIMELY FILE A WRITTEN OBJECTION TO CONFIRMATION SHALL BE DEEMED ACCEPTANCE OF PLAN.**

**19. NON-STANDARD PROVISION(S):**

ANY NON-STANDARD PROVISION STATED ELSEWHERE IS VOID.

**20. CERTIFICATION: THIS PLAN CONTAINS NO NON-STANDARD PROVISIONS EXCEPT THOSE STATED IN PROVISION 19.**

**/s/ Brian Lynn**  
**Brian Lynn 016796**  
**Debtor(s)' Attorney Signature or Pro Se Debtor(s)' Signature(s)**

**Date December 21, 2019** .